

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TEXAS
AUSTIN DIVISION

FILED

2023 APR 28 PM 3:19

CLERK, US DISTRICT COURT
WESTERN DISTRICT OF TEXAS

BY

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DEPUTY

CHARTER COMMUNICATIONS, §
INC., AND TIME WARNER CABLE §
TEXAS LLC, §
PLAINTIFFS, §

V. §

PREWITT MANAGEMENT, INC., AS §
GENERAL PARTNER OF WAP, LTD., §
A TEXAS LIMITED PARTNERSHIP, §
DONNA L. NELSON, IN HER §
OFFICIAL CAPACITY AS §
CHAIRMAN OF THE PUBLIC §
UTILITY COMMISSION OF TEXAS, §
KENNETH W. ANDERSON, JR., IN §
HIS OFFICIAL CAPACITY AS §
COMMISSIONER OF THE PUBLIC §
UTILITY COMMISSIONER OF §
TEXAS, BRANDY MARTY §
MARQUEZ, IN HER OFFICIAL §
CAPACITY AS COMMISSIONER OF §
THE PUBLIC UTILITY §
COMMISSION OF TEXAS, AND §
WAP, LTD. §
DEFENDANTS. §

CAUSE NO. 1:16-CV-1268-LY

FINAL JUDGMENT

On August 21, 2018, the court called the above-referenced cause for bench trial, all parties announced ready, and the trial proceeded and concluded. On this date, by separate Findings of Fact and Conclusions of Law, the court concluded that Plaintiffs Charter Communications, Inc. and Time Warner Cable Texas LLC's (collectively, "Charter") royalty-payment obligations to Defendants Prewitt Management, Inc. and WAP, Ltd. (collectively, "Prewitt") ended upon Charter's breach of the ratified Agreements in January 2017. The court now renders this Final Judgment pursuant to Federal Rule of Civil Procedure 58.

IT IS THEREFORE ORDERED and the court **HEREBY DECLARES** that Charter was discharged of its royalty-payment obligations to Prewitt as Charter's state-issued certificate of franchise authority (the "SICFA") and its amendments replaced the City Permits for Temple, Waco, and McGregor. Charter, however, ratified the royalty-payment obligations under the SICFA from 2006 until October 2016. Any rights, obligations, or duties imposed on any party pursuant to the Agreements (and any ratification thereof) terminated when Charter did not tender a quarterly royalty payment to Prewitt in January 2017.

IT IS FURTHER ORDERED that Charter **TAKE NOTHING** by any claim seeking money damages for payments rendered to Prewitt between 2006 and 2016 after the SICFA and its amendments replaced the City Permits.

IT IS FUTHER ORDERED that Prewitt **TAKE NOTHING** by its counterclaim for past and future damages under the Agreements.

IT IS FURTHER ORDERED that each party shall bear its own costs. Any claim for attorney's fees incurred in this action will be determined post judgment and pursuant to Rule CV-7(j), of the Local Rules of the United States District Court for the Western District of Texas.

IT IS FURTHER ORDERED that any relief requested by any party hereto not specifically granted herein is **DENIED**.

IT IS FINALLY ORDERED that the case is hereby **CLOSED**.

SIGNED this 28th day of April, 2023.



LEE YEAKER
UNITED STATES DISTRICT JUDGE